



**Montana Fish,  
Wildlife & Parks**

**INVITATION FOR BID  
THIS IS NOT AN ORDER**

Department of Fish, Wildlife & Parks  
Purchasing Unit  
930 West Custer Avenue  
P. O. Box 200701  
Helena, Montana 59620-0701  
Phone: (406) 495-3249  
Fax: (406) 495-3253

Company Name/Address: (correct any errors)

Bid No.: FWP #040052

Bid Title: Missouri River Riparian  
Restoration

Pages: 1-10

BIDS will be received and publicly opened at **2:00 p.m.** on:  
Wednesday, October 8, 2003

Issued by:  
Mary House, Purchasing Officer

**MARK FACE OF BID ENVELOPE UNDER YOUR RETURN  
ADDRESS WITH THE FOLLOWING:**

FWP #040052  
10/08/03

**RETURN YOUR BID TO:**

Department of Fish, Wildlife & Parks  
930 West Custer Avenue  
P.O. Box 200701  
Helena, MT 59620-0701

**SPECIAL INSTRUCTIONS:** BIDS will be received and publicly opened at:

Department of Fish, Wildlife & Parks (Warehouse)  
930 West Custer Avenue  
Helena, MT 59620

**PLEASE COMPLETE**

Delivery Date:

Payment Terms: Net 30 Days

Company Name/Address: (if different)

Phone: ( )

Fax: ( )

Bidder Name:  
(please print)

Federal I.D.  
No.:

Signature of  
Bidder:

**IMPORTANT  
SEE STANDARD TERMS & CONDITIONS**

# Standard Terms and Conditions

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

**AUTHORITY:** The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of Fish, Wildlife & Parks. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by Fish, Wildlife & Parks prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors may be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.discoveringmontana.com/doa/gsd/css/Resources/ReciprocalPreference.asp>.

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

BILL TO: FISH WILDLIFE & PARKS  
4600 GIANT SPRINGS RD  
GREAT FALLS MT 59405-0901

PROJECT SITE: MISSOURI RIVER PROJECT  
NEAR CRAIG MT

I. GENERAL INFORMATION AND REQUIREMENTS

A. INSURANCE REQUIREMENT

1) COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the State Procurement Bureau with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-120, 39-71-401, and 39-71-405.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

2) COMMERCIAL GENERAL LIABILITY

The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

B. CONTRACTOR LICENSE AND REGISTRATION

CONTRACTOR REGISTRATION – FOR CONSTRUCTION

The contractor is required to be registered with the Department of Labor and Industry under sections 39-9-201 and 39-9-204, MCA, *prior* to contract execution. The State cannot execute a contract for construction to a contractor who is not registered and may award the contract to the

next responsive vendor if registration is not completed in a timely manner. (Mont. Code Ann. § 39-9-401.)

If you have a Contractor Registration Number, list it here:

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Section 15-50-206, MCA, requires the state agency or department for whom a public works construction contract over \$5,000 is being performed, to withhold 1 percent of all payments and to transmit such monies to the Department of Revenue.

C. ON-SITE REQUIREMENTS/CLEANUP

Each potential contractor should visit the job site to verify measurements and to become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the successful contractor of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

The contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. The contractor shall be responsible for all damages or injury due to their action or neglect.

The contractor shall maintain access to all phases of the project pending inspection by the State or its representative.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.

The contractor shall respond within seven calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the contractor fail to respond to the notice or not remedy the defects, the State may have the work corrected at the expense of the contractor.

In terms of cleanup, the contractor shall:

- (a) keep the premises free from debris and accumulation of waste;
- (b) clean up any oil or fuel spills;
- (c) keep machinery clean and free of weeds;
- (d) remove all construction smears and stains from finished surfaces;
- (e) perform finishing site preparation to limit the spread of noxious weeds before final payment by the State; and
- (f) remove all construction equipment, tools and excess materials before final payment by the State.

D. FWP'S RIGHTS:

FWP may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that FWP determines appropriate. FWP may also authorize work insufficiently or improperly performed to be re-executed or removed and replaced by the Contractor to FWP's satisfaction. Any employee or Contractor who, in the opinion of FWP, does not perform his work in a proper skillful manner, or is disrespectful, intemperate, disorderly, or otherwise objectionable, shall by written request (detailing reasons) of FWP be removed from the work site and the Contract terminated.

E. UNSATISFACTORY WORK

Work rejected by the FWP as unsatisfactory shall be corrected by the contractor prior to final inspection, acceptance and payment.

Contractor shall immediately proceed to remedy listed defects within seven (7) calendar days after Notice of Observed Defects has been issued by the FWP.

Should the contractor fail to respond to the Notice of Observed Defects or not remedy the defects, FWP reserves the right to have unsatisfactory work corrected at the expense of the Contractor.

Nothing herein stated shall obligate the Contractor to remedy defects caused by the FWP's abuse of that work.

- F. SUBCONTRACTS: The Contractor shall not, without the written permission of FWP, assign this contract, or make any Subcontract with any person to perform any portion of the work except as approved in writing by FWP or as part of the bid.

## II. SPECIFICATIONS FOR WORK

Montana Fish, Wildlife and Parks (FWP); a State of Montana Agency, is extending an Invitations For Bids (IFB) for a riparian restoration project for a portion of riverbank along the Missouri River in Lewis & Clark County. FWP and the landowner will be responsible for all permits if required.

A variety of partners are involved in accomplishing this project, including the Sterling Ranch Company, Pat Barnes-Missouri River Chapter of Trout Unlimited, Missouri River Flyfishers and the Future Fisheries Program of Montana Fish, Wildlife, & Parks.

This invitation for bid requires the furnishing of equipment for rental on a fully operated basis. Project includes, but may not be limited to: restoration and re-vegetation of approximately 700 feet of stream bank on the Missouri River including bank sloping, tree placement for revetment, willow clump transplanting, and transport of materials across the property. This work will be done with two excavators (sod removal and replacement, bank shaping, willow clump removal and planting; tree placements, barb modification); one dump truck (transport of soil); and trailer system (transport of willow clumps and trees). A crew of three operators is suggested to run the four pieces of equipment.

Equipment use and operation will be directed by representatives of FWP or their designee. All equipment shall be in good mechanical and operating condition and shall be operated by competent operators experienced in the type of work for which the equipment is being ordered.

### A) DESCRIPTION AND LOCATION

Description. Project involves treatment of approximately 36% of a 1,736 feet long reach of river bank. This reach was originally treated in 1997. Treatment involves bank sloping/shaping and revegetation as well as adjustment of elevation of some existing barbs. Areas where the existing banks have vertically eroded, they will be shaped, revegetated with sods and willow clumps, possibly with some cottonwood pole plantings, and at two sites there will be the placement of tree revetments. Revetment trees will be transported to the project site in the dump truck or on a trailer. Suitable boulders (approximately 30-35 yards) for anchoring the revetments will be procured with the equipment from a quarry on the ranch prior to moving to the project site. Excess soil from the bank shaping will be moved away from the river, to a location designated by the landowner and FWP.

Location. On a portion of the Missouri River about 1.1 miles northeast (downstream) of Craig, operated by the Sterling Ranch Co., within North 1/2, Section 2, T15N, R3W. (See attached map – page 10). Please contact George Liknes at (406)454-5869 to request a walk through of the job site.

- C. Start of Work. Approximately October 15, 2003 or after willows have become dormant, and all required permits have been obtained. Work will be completed while the ground is not frozen.

D. Period of Performance. Approximately 1.5 - 2 weeks.

III. TECHNICAL SPECIFICATIONS. Equipment provided must meet or exceed the following minimum specifications. No payment will be made for any equipment delivered that does not meet these specifications for Section IV, Quote Section.

Item 1 and 3 Hydraulic Excavators

- Year of manufacture - 1990 through current model year.
- Tracked, crawler type.
- Minimum operating weight 44,100 pounds for Item #1 and 28,800 pounds for Item #3.
- Maximum undercarriage width of 12 feet.
- Bucket must be equipped with "hydraulic thumb".
- Bucket width must be no less than 35" for Item #1.
- Bucket capacity must be 1 cubic yard for Item #1 and 0.8 - 1.0 cubic yard for Item #3.
- Minimum reach at ground level of 30 feet for Item #1 and 22 feet for Item #3.
- Hydraulically operated.
- No fluid leaks, machines will be working within the river floodplain.
- Excavator must be washed prior to entering project area to reduce chance of further noxious weed seed transport.

Item 5 Dump Truck

- Take into consideration the dump truck will be used for transport of dirt, rock, willow clumps, trees, tree limbs/poles and/or other vegetative material across rough terrain.
- Box should hold a minimum of 10 cubic yards.
- Year of manufacture - 1990 through current model year.
- Truck must be washed prior to entering project area to reduce chance of further noxious weed seed transport.

Item 7 Flatbed Trailer

Flatbed truck, or truck and flatbed trailer, or lowboy will be used for transporting willow clumps from borrow areas to the project site. Travel will be across a field trail for less than or equal to 0.75 mile. Much of the time the flatbed trailer will be parked near the project site as willow clumps are taken off it and planted; though the trailer will be needed on site throughout the project.

**EQUIPMENT MAY BE OFFERED WHICH EXCEEDS THE SPECIFIED AGE IF:**

- (A) the bidder secured an inspection by a qualified mechanic employed by a factory authorized repair facility for warranty purposes or an authorized dealer, for the make of equipment being offered;
- (B) the mechanic completes an inspection form and certifies that the equipment is in good operating and mechanical condition;
- (C) the bidder must have submitted the completed inspection form as part of the bid in response to this solicitation.

This inspection does not affect FWP's right to make additional inspections of the equipment or to contact the inspector concerning the inspection performed.



IV. QUOTE SECTION

Provide labor, equipment, material and incidental as required to perform riparian restoration project for a portion of riverbank along the Missouri River in Lewis & Clark County per the above requirements.

**Project: Missouri River Riparian Restoration (near Craig, Montana)**

Item No.	Description	Est. Quantity	Units	Unit Price	Amount
1.	Hydraulic Excavator* w/ thumb	50	hrs.	\$ _____	\$ _____
2.	Mobilization of above	1	mob	\$ _____	\$ _____
3.	Hydraulic Excavator* w/ thumb	25	hrs.	\$ _____	\$ _____
4.	Mobilization of above	1	mob.	\$ _____	\$ _____
5.	Dump Truck*	40	hrs.	\$ _____	\$ _____
6.	Mobilization of above	1	mob	\$ _____	\$ _____
7.	Flatbed Truck OR Truck w/ Flatbed Trailer*	1	job	\$ _____	\$ _____
8.	Mobilization of above	1	mob.	\$ _____	\$ _____
9.	Steam/Pressure wash all equipment	4	wash	\$ _____	\$ _____
<b>TOTAL BID PRICE \$</b>					<b>_____</b>

Equipment offered for Item 1 is:

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ \*

Equipment offered for Item 3 is:

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ \*

Equipment offered for Item 5 is:

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ \*

Equipment offered for Item 7 is:

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ \*

\* Refer to technical specifications, Section III, for requirements.

**QUANTITIES:** The number of hours are estimates only and will be the basis for evaluation of bids

V. AWARD PROCESS

Award will be made to one (1) contractor whose low bid meets all terms, conditions, requirements and specifications of Invitation For Bid FWP #040052.

If no acceptable bid is received offering to furnish all subitems for any bid item, bids offering to furnish less than the total item may be considered.

**MAP**, including **DIRECTIONS** to the site where the work will be done:

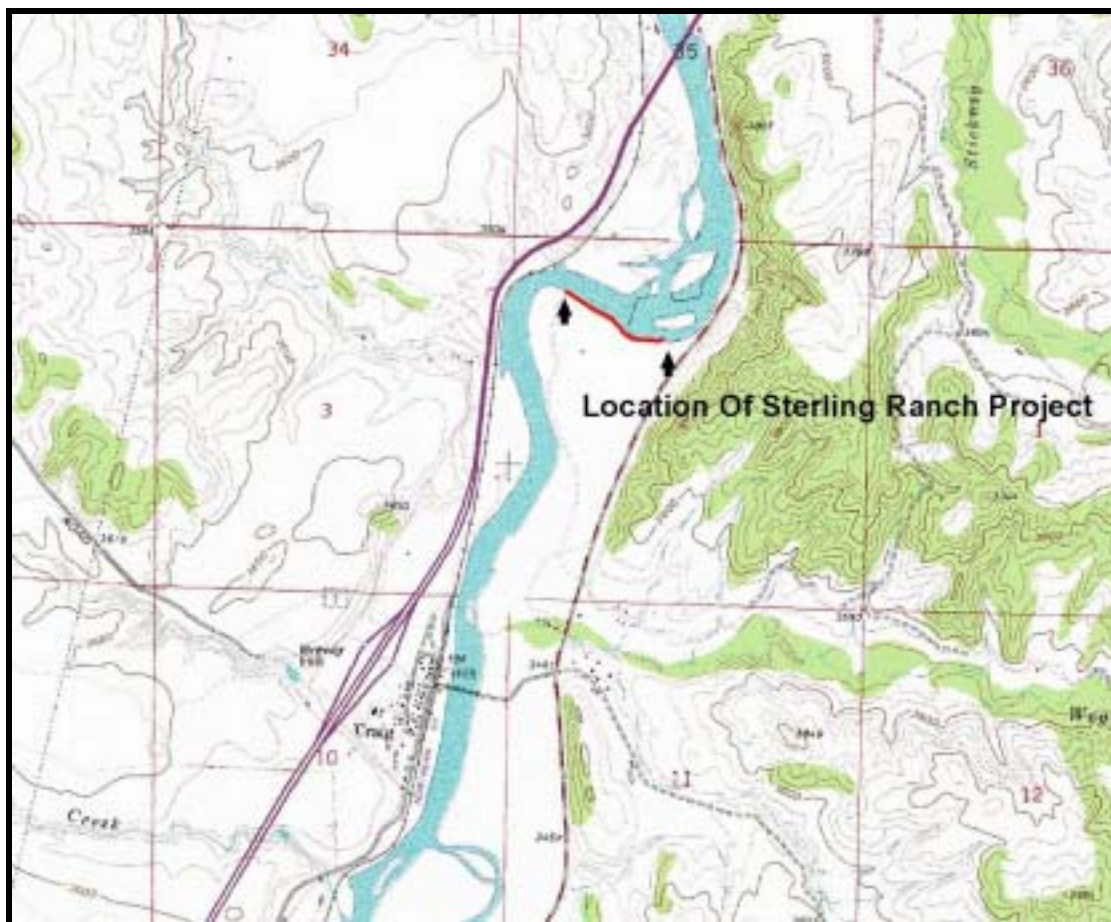


Figure 1. Topographic Map of the Craig area showing the location (red line and arrows) of the Sterling Ranch Bank Repair & Restoration project site on the Missouri River, Montana.

**DIRECTIONS to the site where the work will be done:** If traveling on Interstate 15 north from Helena or south from Great Falls, take the Craig Exit (Exit 234). Turn and drive through the town of Craig, cross the railroad tracks, and cross the Missouri River on the single lane bridge. Continue 0.25 miles to the intersection with Old US Highway 91 (Missouri River Recreation/Frontage Road). Turn north (left) and proceed approximately 1.00 miles to the first paved pullout/parking area. The project site is the right bank of the Missouri River immediately upstream from the parking area.

Please contact George Liknes at (406)454-5869 to request a walk through of the job site.